

FILED FOR RECORD AT REQUEST OF

FILED FOR RECORD
 OK FOR RECORD
 BY CLARK COUNTY TITLE
 MAY 25 11 47 AM '89
 E. McFarland
 AUDITOR
 GARY H. OLSON

CCT 18789 JS
 WHEN RECORDED RETURN TO

Name RENE AND NANA BERTHEAU
 Address 5710 BUENA VISTA DRIVE
 City, State, Zip VANCOUVER, WA

Registered ✓
 Indexed, Dir ✓
 Indirect ✓
 Filmed ✓
 Mailed ✓

LPB-44

ANY OPTIONAL PROVISION NOT INITIALED BY ALL PERSONS SIGNING THIS CONTRACT - -
 WHETHER INDIVIDUALLY OR AS AN OFFICER OR AGENT - - IS NOT A PART OF THIS
 CONTRACT.

**REAL ESTATE CONTRACT
 (RESIDENTIAL SHORT FORM)**

1. PARTIES AND DATE. This Contract is entered into on MAY 18, 1989
 between RENE F. BERTHEAU AND NANA M. BERTHEAU, Husband and wife
 _____ as "Seller" and
JOHN H. BALDWIN AND LORRAINE L. BALDWIN, husband and wife
 _____ as "Buyer."

2. SALE AND LEGAL DESCRIPTION. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the
 following described real estate in SKAMANIA County, State of Washington:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED AND BY THIS REFERENCE MADE A PART
 HERETO.

12748
 REAL ESTATE EXCISE TAX
 MAY 25 1989
 PAID 616.40
 J.W. Dwyer

3. PERSONAL PROPERTY. Personal property, if any, included in the sale is as follows:
 n/a

No part of the purchase price is attributed to personal property.

4. (a) PRICE. Buyer agrees to pay:
 \$ 46,000.00 Total Price
 Less (\$ 7,000.00) Down Payment
 Less (\$ -0-) Assumed Obligation(s)
 Results in \$ 39,000.00 Amount Financed by Seller.
 (b) ASSUMED OBLIGATIONS. Buyer agrees to pay the above Assumed Obligation(s) by assuming
 and agreeing to pay that certain Mortgage Deed of Trust Contract dated _____ recorded as
 AF# n/a Seller warrants the unpaid balance of said obligation is
 \$ n/a which is payable \$ _____ on or before
 the n/a day of _____, 19____, interest at the rate of
n/a per annum on the declining balance thereof, and a like amount on or before the
n/a day of each and every _____ thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
 FULL NOT LATER THAN May 24, 1996.

ANY ADDITIONAL ASSUMED OBLIGATIONS ARE INCLUDED IN ADDENDUM.

Glenda J. Kimmel, Skamania County Assessor
 By: DM Parcel # 2-5-34-2-1400

(c)

PAYMENT OF AMOUNT FINANCED BY SELLER.

Buyer agrees to pay the sum of \$ 39,000.00 as follows:
 \$ 600.00 or more at buyer's option on or before the 1st day of July
 19 89, ^(including plus) interest from June 1, 1989 at the rate of 10 % per annum on the
 declining balance thereof; and a like amount or more on or before the 1st day of each and every
 month thereafter until paid in full.

Note: Fill in the date in the following two lines only if there is an early cash out date.

NOTWITHSTANDING THE ABOVE, THE ENTIRE BALANCE OF PRINCIPAL AND INTEREST IS DUE IN
 FULL NOT LATER THAN May 24, 1996 19

Payments are applied first to interest and then to principal. Payments shall be made
 at RENE AND NANA BERTHEAU c/o Mutual Mortgage 2005 Broadway

or such other place as the Seller may hereafter indicate in writing.

5. **FAILURE TO MAKE PAYMENTS ON ASSUMED OBLIGATIONS.** If Buyer fails to make any payments
 on assumed obligation(s), Seller may give written notice to Buyer that unless Buyer makes the delinquent payment(s)
 within fifteen (15) days, Seller will make the payment(s), together with any late charge, additional interest, penalties,
 and costs assessed by the Holder of the assumed obligation(s). The 15-day period may be shortened to avoid the exercise of
 any remedy by the holder of the assumed obligation. Buyer shall immediately after such payment by Seller reimburse
 Seller for the amount of such payment plus a late charge equal to five percent (5%) of the amount so paid plus all costs
 and attorneys' fees incurred by Seller in connection with making such payment.

6. (a) **OBLIGATIONS TO BE PAID BY SELLER.** The Seller agrees to continue to pay from payments received
 hereunder the following obligation, which obligation must be paid in full when Buyer pays the purchase price in
 full:

That certain MORTGAGE dated 7/26/72 recorded as AF # 75057, Book 49, page 876

ANY ADDITIONAL OBLIGATIONS TO BE PAID BY SELLER ARE INCLUDED IN ADDENDUM.

(b) **EQUITY OF SELLER PAID IN FULL.** If the balance owed the Seller on the purchase price herein becomes
 equal to the balances owed on prior encumbrances being paid by Seller, Buyer will be deemed to have assumed said
 encumbrances as of that date. Buyer shall thereafter make payments direct to the holders of said encumbrances and
 make no further payments to Seller. Seller shall at that time deliver to Buyer a fulfillment deed in accordance with the
 provisions of Paragraph 8.

(c) **FAILURE OF SELLER TO MAKE PAYMENTS ON PRIOR ENCUMBRANCES.** If Seller fails to make any
 payments on any prior encumbrance, Buyer may give written notice to Seller that unless Seller makes the delinquent
 payments within 15 days, Buyer will make the payments together with any late charge, additional interest, penalties,
 and costs assessed by the holder of the prior encumbrance. The 15-day period may be shortened to avoid the exercise
 of any remedy by the holder of the prior encumbrance. Buyer may deduct the amounts so paid plus a late charge of 5%
 of the amount so paid and any attorneys' fees and costs incurred by Buyer in connection with the delinquency from
 payments next becoming due Seller on the purchase price. In the event Buyer makes such delinquent payments on
 three occasions, Buyer shall have the right to make all payments due thereafter direct to the holder of such prior
 encumbrance and deduct the then balance owing on such prior encumbrance from the then balance owing on the
 purchase price and reduce periodic payments on the balance due Seller by the payments called for in such prior
 encumbrance as such payments become due.

7. **OTHER ENCUMBRANCES AGAINST THE PROPERTY.** The property is subject to encumbrances
 including the following listed tenancies, easements, restrictions and reservations in addition to the obligations
 assumed by Buyer and the obligations being paid by Seller:

SUBJECT TO: Rights of the State of Washington, if any, to the Washougal River.

SUBJECT TO: Easement for electric transmission and distribution line recorded
 10/21/71 in Book 63 at page 419.

SUBJECT TO: Reservation of coal and minerals by United States of America recorded
 in Book B page 358.

SUBJECT TO: Easement for right of way recorded in Book 27 at page 91

SUBJECT TO: Covenants, conditions and restrictions as shown on the recorded plat.

SUBJECT TO: Right of way agreement recorded May 18, 1946 under AFN 35488.

ANY ADDITIONAL NON-MONETARY ENCUMBRANCES ARE INCLUDED IN ADDENDUM.

8. **FULFILLMENT DEED.** Upon payment of all amounts due Seller, Seller agrees to deliver to Buyer a Statutory
 Warranty Deed in fulfillment of this Contract. The covenants of warranty in said deed shall not apply to any
 encumbrances assumed by Buyer or to defects in title arising subsequent to the date of this Contract by, through or
 under persons other than the Seller herein. Any personal property included in the sale shall be included in the
 fulfillment deed.

9. **LATE CHARGES.** If any payment on the purchase price is not made within ten (10) days after the date it is due,
 Buyer agrees to pay a late charge equal to 5% of the amount of such payment. Such late payment charge shall be in
 addition to all other remedies available to Seller and the first amounts received from Buyer after such late charges are
 due shall be applied to the late charges. (SEE ALSO ADDENDUM TO TERMS)

10. **NO ADVERSE EFFECT ON PRIOR ENCUMBRANCES.** Seller warrants that entry into this Contract will
 not cause in any prior encumbrance (a) a breach, (b) accelerated payments, or (c) an increased interest rate; unless (a),
 (b) or (c) has been consented to by Buyer in writing.

11. **POSSESSION.** Buyer is entitled to possession of the property from and after the date of this Contract,
 or upon recording of contract 19, whichever is later, subject to any tenancies described in
 Paragraph 7.

22. **BUYER'S REMEDY FOR SELLER'S DEFAULT.** If Seller fails to observe or perform any term, covenant or condition of this Contract, Buyer may, after 30 days' written notice to Seller, institute suit for damages or specific performance unless the breaches designated in said notice are cured.

23. **NON-WAIVER.** Failure of either party to insist upon strict performance of the other party's obligations hereunder shall not be construed as a waiver of strict performance thereafter of all of the other party's obligations hereunder and shall not prejudice any remedies as provided herein.

24. **ATTORNEYS' FEES AND COSTS.** In the event of any breach of this Contract, the party responsible for the breach agrees to pay reasonable attorneys' fees and costs, including costs of service of notices and title searches, incurred by the other party. The prevailing party in any suit instituted arising out of this Contract and in any forfeiture proceedings arising out of this Contract shall be entitled to receive reasonable attorneys' fees and costs incurred in such suit or proceedings.

25. **NOTICES.** Notices shall be either personally served or shall be sent certified mail, return receipt requested and by regular first class mail to Buyer at PO Box 476 WASHOUGAL WA 98671

JOHN AND LORRAINE BALDWIN, MP 0.41 TREEFIC ROAD W., WASHOUGAL WA 98671

and to Seller at RENE AND NANA BERTHEAU, 5710 Buena Vista Drive, Vancouver, WA

or such other addresses as either party may specify in writing to the other party. Notices shall be deemed given when served or mailed. Notice to Seller shall also be sent to any institution receiving payments on the Contract.

26. **TIME FOR PERFORMANCE.** Time is of the essence in performance of any obligations pursuant to this Contract.

27. **SUCCESSORS AND ASSIGNS.** Subject to any restrictions against assignment, the provisions of this Contract shall be binding on the heirs, successors and assigns of the Seller and the Buyer.

28. **OPTIONAL PROVISION -- SUBSTITUTION AND SECURITY ON PERSONAL PROPERTY.** Buyer may substitute for any personal property specified in Paragraph 3 herein other personal property of like nature which Buyer owns free and clear of any encumbrances. Buyer hereby grants Seller a security interest in all personal property specified in Paragraph 3 and future substitutions for such property and agrees to execute a financing statement under the Uniform Commercial Code reflecting such security interest.

SELLER

INITIALS:

BUYER

PARAGRAPH 28 DOES NOT APPLY

29. **OPTIONAL PROVISION -- ALTERATIONS.** Buyer shall not make any substantial alteration to the improvements on the property without the prior written consent of Seller, which consent will not be unreasonably withheld. Buyer may not remove timber without consent of seller.

SELLER

INITIALS:

BUYER

Rene Bertheau
RB

Lorraine & Baldwin
John H. Baldwin

30. **OPTIONAL PROVISION -- DUE ON SALE.** If Buyer, without written consent of Seller, (a) conveys, (b) sells, (c) leases, (d) assigns, (e) contracts to convey, sell, lease or assign, (f) grants an option to buy the property, (g) permits a foreclosure or trustee or sheriff's sale of any of the Buyer's interest in the property or this Contract, Seller may at any time thereafter either raise the interest rate on the balance of the purchase price or declare the entire balance of the purchase price due and payable. If one or more of the entities comprising the Buyer is a corporation, any transfer or successive transfers in the nature of items (a) through (g) above of 49% or more of the outstanding capital stock shall enable Seller to take the above action. A lease of less than 3 years (including options for renewals), a transfer to a spouse or child of Buyer, a transfer incident to a marriage dissolution or condemnation, and a transfer by inheritance will not enable Seller to take any action pursuant to this Paragraph; provided the transferee other than a condemnor agrees in writing that the provisions of this paragraph apply to any subsequent transaction involving the property entered into by the transferee.

SELLER

INITIALS:

BUYER

Rene Bertheau
RB

Lorraine & Baldwin
John H. Baldwin

31. **OPTIONAL PROVISION -- PRE-PAYMENT PENALTIES ON PRIOR ENCUMBRANCES.** If Buyer elects to make payments in excess of the minimum required payments on the purchase price herein, and Seller, because of such prepayments, incurs prepayment penalties on prior encumbrances, Buyer agrees to forthwith pay Seller the amount of such penalties in addition to payments on the purchase price.

SELLER

INITIALS:

BUYER

PARAGRAPH 31 DOES NOT APPLY (SEE REFERENCE TO PREPAYMENT ON ADDENDUM)

12. **TAXES, ASSESSMENTS AND UTILITY LIENS.** Buyer agrees to pay by the date due all taxes and assessments becoming a lien against the property after the date of this Contract. Buyer may in good faith contest any such taxes or assessments so long as no forfeiture or sale of the property is threatened as the result of such contest. Buyer agrees to pay when due any utility charges which may become liens superior to Seller's interest under this Contract. If real estate taxes and penalties are assessed against the property subsequent to date of this Contract because of a change in use prior to the date of this Contract for Open Space, Farm, Agricultural or Timber classifications approved by the County or because of a Senior Citizen's Declaration to Defer Property Taxes filed prior to the date of this Contract, Buyer may demand in writing payment of such taxes and penalties within 30 days. If payment is not made, Buyer may pay and deduct the amount thereof plus 5% penalty from the payments next becoming due Seller under the Contract.

13. **INSURANCE.** Buyer agrees to keep all buildings now or hereafter erected on the property described herein continuously insured under fire and extended coverage policies in an amount not less than the balances owed on obligations assumed by Buyer plus the balance due Seller, or full insurable value, whichever is lower. All policies shall be held by the Seller and be in such companies as the Seller may approve and have loss payable first to any holders of underlying encumbrances, then to Seller as their interests may appear and then to Buyer. Buyer may within 30 days after loss negotiate a contract to substantially restore the premises to their condition before the loss. If the insurance proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless the underlying encumbrances provide otherwise. Otherwise the amount collected under any insurance policy shall be applied upon any amounts due hereunder in such order as the Seller shall determine. In the event of forfeiture, all rights of Buyer in insurance policies then in force shall pass to Seller.

14. **NONPAYMENT OF TAXES, INSURANCE AND UTILITIES CONSTITUTING LIENS.** If Buyer fails to pay taxes or assessments, insurance premiums or utility charges constituting liens prior to Seller's interest under this Contract, Seller may pay such items and Buyer shall forthwith pay Seller the amount thereof plus a late charge of 5% of the amount thereof plus any costs and attorney's fees incurred in connection with making such payment.

15. **CONDITION OF PROPERTY.** Buyer accepts the property in its present condition and acknowledges that Seller, his agents and subagents have made no representation or warranty concerning the physical condition of the property or the uses to which it may be put other than as set forth herein. Buyer agrees to maintain the property in such condition as complies with all applicable laws.

16. **RISK OF LOSS.** Buyer shall bear the risk of loss for destruction or condemnation of the property. Any such loss shall not relieve Buyer from any of Buyer's obligations pursuant to this Contract.

17. **WASTE.** Buyer shall keep the property in good repair and shall not commit or suffer waste or willful damage to or destruction of the property. Buyer shall not remove commercial timber without the written consent of Seller.

18. **AGRICULTURAL USE.** If this property is to be used principally for agricultural purposes, Buyer agrees to conduct farm and livestock operations in accordance with good husbandry practices. In the event a forfeiture action is instituted, Buyer consents to Seller's entry on the premises to take any reasonable action to conserve soil, crops, trees and livestock.

19. **CONDEMNATION.** Seller and buyer may each appear as owners of an interest in the property in any action concerning condemnation of any part of the property. Buyer may within 30 days after condemnation and removal of improvements, negotiate a contract to substantially restore the premises to their condition before the removal. If the condemnation proceeds are sufficient to pay the contract price for restoration or if the Buyer deposits in escrow any deficiency with instructions to apply the funds on the restoration contract, the property shall be restored unless underlying encumbrances provide otherwise. Otherwise, proceeds of the award shall be applied in payment of the balance due on the purchase price, as Seller may direct.

20. **DEFAULT.** If the Buyer fails to observe or perform any term, covenant or condition of this Contract, Seller may:

(a) **Suit for Installments.** Sue for any delinquent periodic payment; or

(b) **Specific Performance.** Sue for specific performance of any of Buyer's obligations pursuant to this Contract; or

(c) **Forfeit Buyer's Interest.** Forfeit this Contract pursuant to Ch. 61.30, RCW, as it is presently enacted and may hereafter be amended. The effect of such forfeiture includes: (i) all right, title and interest in the property of the Buyer and all persons claiming through the Buyer shall be terminated; (ii) the Buyer's rights under the Contract shall be cancelled; (iii) all sums previously paid under the Contract shall belong to and be retained by the Seller or other person to whom paid and entitled thereto; (iv) all improvements made to and unharvested crops on the property shall belong to the Seller; and (v) Buyer shall be required to surrender possession of the property, improvements, and unharvested crops to the Seller 10 days after the forfeiture.

(d) **Acceleration of Balance Due.** Give Buyer written notice demanding payment of said delinquencies and payment of a late charge of 5% of the amount of such delinquent payments and payment of Seller's reasonable attorney's fees and costs incurred for services in preparing and sending such Notice and stating that if payment pursuant to said Notice is not received within thirty (30) days after the date said Notice is either deposited in the mail addressed to the Buyer or personally delivered to the Buyer, the entire balance owing, including interest, will become immediately due and payable. Seller may thereupon institute suit for payment of such balance, interest, late charge and reasonable attorneys' fees and costs.

(e) **Judicial Foreclosure.** Sue to foreclose this contract as a mortgage, in which event Buyer may be liable for a deficiency.

21. **RECEIVER.** If Seller has instituted any proceedings specified in Paragraph 20 and Buyer is receiving rental or other income from the property, Buyer agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

32. **OPTIONAL PROVISION -- PERIODIC PAYMENTS ON TAXES AND INSURANCE.** In addition to the periodic payments on the purchase price, Buyer agrees to pay Seller such portion of the real estate taxes and assessments and fire insurance premium as will approximately total the amount due during the current year based on Seller's reasonable estimate.

The payments during the current year shall be ~~\$50.00~~ ^{\$50.63} per month for taxes and ~~xxx~~ ^{per month for} insurance (estimated). Such "reserve" payments from Buyer shall not accrue interest. Seller shall pay when due all real estate taxes and insurance premiums, if any, and debit the amounts so paid to the reserve account. Buyer and Seller shall adjust the reserve account in April of each year to reflect excess or deficit balances and changed costs. Buyer agrees to bring the reserve account balance to a minimum of \$10 at the time of adjustment.

SELLER

INITIALS:

BUYER

RFB

John H. Baldwin
Lorraine L. Baldwin

33. **ADDENDA.** Any addenda attached hereto are a part of this Contract.

34. **ENTIRE AGREEMENT.** This Contract constitutes the entire agreement of the parties and supercedes all prior agreements and understandings, written or oral. This Contract may be amended only in writing executed by Seller and Buyer.

IN WITNESS WHEREOF the parties have signed and sealed this Contract the day and year first above written.

SELLER

BUYER

Rene F. Bertheau
Rene F. Bertheau
Nana M. Bertheau
Nana M. Bertheau

John H. Baldwin
John H. Baldwin
Lorraine L. Baldwin
Lorraine L. Baldwin

STATE OF WASHINGTON

STATE OF WASHINGTON

COUNTY OF CLARK

COUNTY OF

On this day personally appeared before me

On this day of , 19

Rene F. Bertheau and Nana M. Bertheau to me know to be the individual described in and who executed the within and foregoing instrument, and acknowledged that they

before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

and to me known to be the President and Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that authorized to execute the said instrument.

GIVEN under my hand and official seal

this day of May 19 89

Notary Public in and for the State of Washington, residing at Ridgefield

Witness my hand and official seal hereto affixed the day and year first above written.

My Commission expires 10/10/90

Notary Public in and for the State of Washington, residing at

My Commission expires on



ADDENDUM TO REAL ESTATE CONTRACT DATED MAY 18, 1989
SELLERS: RENE F. AND NANA M. BERTHEAU
BUYERS: JOHN H. AND LORRAINE L. BALDWIN

1. DELINQUENT PAYMENTS

In the event any monthly payment is delinquent or default occurs and so continues for 30 days, the entire indebtedness remaining shall bear interest at the increased rate of 12 per cent per annum and continue during the period of delinquency or default.

Seller shall have the option to declare the entire indebtedness due and payable in the event of delinquency or default. At any payment date, interest is to be taken to the next date payment is due. Failure to exercise any option shall not constitute a waiver of the right to exercise the same in event of any subsequent delinquency or default.

Buyer has the right to prepay this contract in part or in full without penalty, except that when the amount prepaid equals or exceeds 20% of the original principal amount of the loan it shall be accompanied by ninety days interest on the amount so prepaid.

2. RESERVE ACCOUNT

The buyers, together with and in addition to the monthly installments of principal and interest payable under the terms of this contract will, at the election of the seller and on the first day of each month until this contract is paid, pay to the sellers the following sums:

A. A sum equal to the premiums that will next become due and payable on policies for fire and other hazard insurance covering the subject property, plus taxes and assessments next due on the subject property (all as estimated by the seller), less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and special assessments, as herein stated.

B. All sums so paid, being the amounts due on the original balance herein and the sums stated in the paragraph, shall be applied by the seller first to taxes, assessments, fire and other hazard insurance premiums, then interest upon the contract balance and the balance in amortization of the principal.

If the total of payments made under the provisions of this paragraph shall exceed the amount of the payments actually made for taxes, assessments or insurance premiums, as the case may be, such excess shall be credited by the seller on subsequent payments to be made by the buyers or may be applied upon the principal balance. If however, said amounts are not sufficient to pay said items, the buyers further agree that they will pay the sellers any amount necessary to make up such deficiency. Accordingly, if there should be a default made under the provisions of this contract, resulting in a public sale of the premises covered thereby or if the seller acquires the property otherwise after default, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under this paragraph shall be applied as a credit against the amount of the principal then remaining due upon the contract balance.

--continued--

It is further expressly agreed: that should the buyers fail to make payment of any taxes or other charges payable by them as hereinbefore agreed, or suffer said premises to become subject to any lien or encumbrance having precedence to this contract, as hereinbefore provided against, the seller may, at its option make payment thereof and the amount so paid, with interest thereon at the rate of twelve percent per annum shall be added to and become a part of the debt secured by this contract, without waiver, however of any rights of said seller arising from the breach of any of said covenants. The seller may collect a monthly late charge of 10% of each payment more than 10 days in arrears, without prejudice however to the seller's right to consider each such delinquency as a breach of covenant by the buyer.

Terms of this addendum are to have priority over any similar terms on the preprinted contract.

SELLERS:

BUYERS:

Ne. K. B. B.
Nora M. Berthaux

Loraine L. Baldwin
John H. Baldwin

DATE: *5/12/89*DATE: *5/24/89*

ORDER No. 18789

EXHIBIT "A"

A tract of land located in the Southwest Quarter of the Northwest Quarter of Section 34, Township 2 North, Range 5 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

BEGINNING at a point marking the intersection of the channel of the Washougal River with the West boundary line of the said Section 34; thence following the channel of the Washougal River, Easterly to a point 800 feet East of the West line of the said Section 34, said point being the initial point of the tract hereby described; thence North 435 feet, more or less, to a point in the center of a certain private road as staked out and established on December 7, 1942; thence Westerly following the center of said private road to a point 655 feet East of the West line of the said Section 34; thence South 230 feet; thence East 45 feet; thence South 205 feet, more or less, to the channel of the Washougal River, said point being 700 feet East of the West line of the said Section 34; thence Easterly following the channel of the Washougal River to the initial point.